

**Request for Proposals (RFP) 10 10013
Suffolk County Purchasing Division on behalf of the Suffolk County STOP-DWI is
Seeking Proposals For**

**A Media Campaign to Raise Awareness of the Dangers of Drinking and Driving as Part of Suffolk
County's Effort to Improve Highway Safety and Reduce Alcohol-Related Traffic Fatalities**

Timeline

Issue Date: June 17, 2010

Technical Questions Due: July 1, 2010

Must be submitted in writing (fax/email acceptable) to the Suffolk County Purchasing Office

Proposer's Conference: July 13, 2010

(Non-mandatory) 10: 00 AM

Suffolk County Purchasing Office

Proposal Due Date: August 13, 2010

3:30 p.m.

Contact Information

Name: Kathleen C. Koppenhoefer

Title: Government Liaison Officer

Suffolk County Purchasing Office

360 Yaphank Avenue, Yaphank, NY 11980

Main Tel. (631) 852-5196

Direct Tel. (631) 852-5463

Fax: (631) 852-5221

Email: koppenhoefer@suffolkcountyny.gov

Response Package Requirements

- Submissions to be sent to Suffolk County Purchasing Office
- Number of Copies: Original plus 6 copies
- The Purchasing RFP No. (located on upper right hand corner of this page) must be on:
 - All outer mailing envelopes/package
 - Original Response and all copies on the binder/cover page
- Original must be labeled "ORIGINAL"
- Original must contain the actual ink signed and notarized required County forms
- All copies must be complete copies of the Original
- Fee Schedules, original and required number of copies are to be in a separate, single, sealed packet to be included with the Original Proposal ONLY
- Proposals should be submitted in a tabbed and labeled binder, not permanently bound
- Transmittal letter and all required forms should be placed in First Tab of Binder
- Do NOT return RFP document. This is for you to keep for reference.

Late Proposals Will Be REJECTED

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Note: All required forms may be obtained at www.suffolkcountyny.gov:

Click on Bids and Proposals and follow the instructions to register and download the documents

Section I Administrative Information

1. Purpose of RFP

The County of Suffolk ("County"), on behalf of the Suffolk County Department ("Department") set forth on page one, invites proposals ("Proposal(s)") from qualified companies ("Proposer") to provide services ("Services"), as described in Section IV, entitled "Technical Services Requirements."

The term Contractor ("Contractor") shall mean the successful Proposer who may be awarded a contract pursuant to this RFP.

2. Coordinating Departments

a. Prior to Award of Contract

The Suffolk County Purchasing Office is responsible for coordinating with the Department regarding the issuance of this RFP:

Suffolk County Purchasing Office
360 Yaphank Avenue
Yaphank, New York 11980
Main Tel: (631) 852-5196
Fax (631) 852-5221

Contact: Purchasing Office staff member listed on page one of this RFP.

b. After Award of Contract

- i. The Department is responsible for coordinating with the Suffolk County Attorney's Office and the Contractor regarding the negotiation and execution of the contract.
- ii. The County will execute a contract with the Contractor, based on the Model Contract included in this RFP. Note that the Model Contract is subject to negotiation and revision, based on the Department's needs and the approval of the County Attorney's Office.
- iii. The Proposal submitted by the Proposer to this RFP, as may be negotiated by the Department, will become the basis for the Contract.

c. After Execution of Contract

The Department is responsible for administration of the Contract.

3. Background Information

- a. Suffolk County, with a population of 1.5 million, is Long Island's eastern-most county, and covers an area of approximately 900 square miles, 20 miles at its widest part and approximately 86 miles in length.
- b. The County of Suffolk is a municipal corporation of the State of New York with an annual operating budget of approximately \$2.6 billion. The County employs approximately 12,000

employees, with main offices located in Hauppauge, Yaphank, Riverhead, and several smaller locations.

4. Evaluation Committee and Award of Contract

The award of any contract will be made in the best interest of the County. The Suffolk County Department of Law acts as counsel to the County Evaluation Committee, but does not vote in the selection process.

The RFP Evaluation Committee shall include the following:

- a. Suffolk County Legislature Presiding Officer, or his designee; and
- b. Suffolk County Executive, or his designees; and
- c. The Department Head, or his or her designee, of the Department requesting the RFP.

5. Questions and Comments

a. Administrative Questions

Administrative questions (e.g. procedural questions on how to respond to this RFP) may be submitted by telephone or in writing (fax/email acceptable) to the Purchasing Office staff member listed on page one of this RFP.

b. Technical Questions

Technical questions (questions which are specific to the service requested in this RFP) must be submitted in writing (fax/email are acceptable) on or before the date set forth on page one of this RFP to the attention of the Purchasing Office staff member listed on page one of this RFP. Responses to such technical questions will be developed by the requesting Department and issued by the Purchasing Office in the form of an Addendum to this RFP.

- c. No questions or comments should be directed to any County employee or its Contractors or any firm currently in contract with the County regarding this RFP during the RFP process, except as set forth in sub-paragraphs 5.a and 5.b above or as may be requested or permitted by the Suffolk County Purchasing Office and/or the Suffolk County Department of Law. Failure to comply may result in immediate disqualification.

6. Proposer's Conference

A Proposer's Conference (non-mandatory) will be held on the date set forth on page one of this RFP.

Location Suffolk County Purchasing Office
360 Yaphank Avenue
Yaphank, New York 11980

7. Due Date for Proposals

Proposals must be submitted to the attention of the Purchasing Agent listed on page one, by 3:30 p.m. on the date set forth on page one of this RFP.

In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all Proposers.

8. Number of Copies of Proposal

One original, plus such additional numbers of copies as set forth on page one of this RFP of the responses to Sections II, IV and V, are required to be sent to the Suffolk County Purchasing Office.

Note: Section V, entitled "Fee Schedule," is required to be in a **separate, sealed envelope**, properly labeled.

Do not submit Proposals that are permanently bound.

9. RFP Policies and Procedures

- a. It is the County's intent to select the Proposer that provides the best solution for the County's needs. In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below in paragraph 11, entitled "Proposal Format." Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process.
- b. The Proposer's contract will be in the general format set forth in the Section entitled "Model Contract," but will be subject to final contract negotiations.
- c. The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer. The County reserves the right to award negotiated contracts to one or more Proposers.
- d. This RFP is not intended, and shall not be construed, to commit the County to pay any costs incurred in connection with any proposal or to procure or contract for any services.
- e. The decision to award a contract shall be based on the ability of the Proposer to provide quality and needed services and products and to comply with all applicable laws, rules, and regulations, including without limitation the local preference and other Suffolk County local laws referenced in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."
- f. The award of any contract will be made in the best interest of the County.
- g. Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the above criteria.
- h. While the County is under no obligation to contact Proposers for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the County, at the sole discretion of the RFP Evaluation Committee, may elect to interview all or some of the Proposers during the selection process and to request presentations.
- i. Based on the evaluation criteria, the County will not necessarily choose the Proposer(s) with the lowest rates for Services. A competitive range consisting of those Proposals which are

acceptable to the County, or which could be made acceptable following written or oral presentations, will be determined.

10. RFP Posted On County Website

This RFP is available on-line at: www.suffolkcountyny.gov: click on Bids and Proposals and follow the instructions to register and download the documents. By registering on-line you will automatically be notified of all future addendums. If you should need assistance, please contact the Purchasing Office for help.

11. Proposal Format

a. Transmittal Letter (one original plus number of copies listed on page one)

A transmittal letter is a letter on the Proposer's stationery. A corporate officer or an authorized agent of the Proposer must sign the transmittal letter. The transmittal letter must state the contact person who will be responsible for answering all questions of the County Evaluation Committee. Include the telephone number, fax number, and e-mail address for such contact person.

**b. Suffolk County SCEX Form 22
Contractor's/Vendor's Public Disclosure Statement (3 pages)**

SCEX Form 22 is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

A corporate officer, or an authorized agent of the Proposer, must sign one (1) original of form and have it notarized.

Please note that any Proposers who are not-for-profit corporations are not required to complete this form.

**c. Suffolk County RFP or Bid Certification
Form SCPD-7**

This form must be signed by a corporate officer or an authorized agent of the Proposer. Form SCPD-7 is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

d. Living Wage Forms (mandatory forms)

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

If you answer yes to LW-38, then you MUST answer questions 12 and 13 on LW 1 form.

The Labor Department's Living Wage Unit may be reached at (631) 853-3808 for specific questions.

e. Lawful Hiring Forms (mandatory forms)

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

The Labor Department's Lawful Hiring of Employees Unit may be reached at (631) 853-3808 for specific questions.

f. Contractor's Statement of Applicability of Local Preference Law - Section A4-13 of the Suffolk County Administrative Code (Local Preference Law)

Local Preference Law - Section A4-13 of the Suffolk County Administrative Code establishes a preference program for Suffolk County consulting contracts. This preference program requires all contracts for professional consulting services (engineering, architectural, planning, legal, and accounting, etc.) to be awarded to firms located and doing business within Suffolk or Nassau County, except where no local consultant has the necessary expertise or credentials to provide the needed service, or where the local consultant's response to a Request for Proposals (RFP) exceeds the otherwise lowest response by more than 10%. The local law contains specific definitions and language relative to application of this law which interested parties should review. The laws of Suffolk County are available free of charge at <http://legis.suffolkcountyny.gov/> under the "Search the Laws of Suffolk County" tab.

If applicable, include a statement with the Proposal asserting the applicability of the Local Preference Law. The statement must include the reasons for assertion of the applicability of the Local Preference Law.

g. Proposer Profile/Response to Questions set forth in the RFP Section entitled "Proposer Profile"

Proposers's responses will be used in the County's evaluation of the Propser's general qualifications.

h. Proposer's Proposed Technical Services/Response to items set forth in the RFP Section entitled "Technical Services Requirements"

This Section will be used in the County's evaluation of the Proposer's proposed technical services.

i. List (if applicable) of Subcontractors

Identify all subcontractors the Contractor plans to use and the function for which such subcontractors will be responsible. Provide qualifications, including prior relevant experience, for all subcontractors anticipated to be used. Failure to include this information in the Proposal may be grounds for disqualification.

j. Conflict of Interest

Proposers must disclose to the County the existence of any conflicts of interests, whether existing or potential. If none exist, state so. Proposals shall disclose:

- i. Any material financial relationships that the Proposer or any employee of the Proposer has that may create a conflict of interest in acting as a Contractor for Suffolk County.

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- ii. Any family relationship that the Proposer or any employee of the Proposer has with any County employee that may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.
- iii. Any other matter that the Proposer believes may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.
- k. **Proposer's Fee Schedule - Response to items set forth in the RFP Section entitled "Fee Schedule"**
This Section will be used in the County's evaluation of the Proposer's proposed Fee Schedule.
- l. Proposals shall be prepared avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Each response in a Proposal shall clearly identify the section and paragraph number from the RFP to which it responds.

12. Award Criteria

- a. **General Qualifications:** **40 points**
Proposer's history, expertise, experience, reliability, financial viability, and references.
See RFP Section II, entitled "Proposer's Profile" for specific requirements.
- b. **Proposed Technical Services/Products:** **40 points**
Strategies, methodologies, services offered by Proposer. See RFP Section IV, entitled "Technical Services Requirements" for specific requirements.
- c. **Fee Schedule** **20 points**
Separate sealed envelope.
See Section entitled "Fee Schedule Proposal" for specific requirements.
- Total** **100 points**

13. Contract Terms and Conditions

- a. Reference is made to the Model Contract set forth in the Section entitled "Model Contract." The Model Contract is included to illustrate general terms and conditions, including indemnification and insurance, which will be included in the contract when executed.
- b. If the Proposer has a concern or question as regards any of the terms and conditions included in the Model Contract, the Proposer should note such concerns or questions in their Proposal. The Proposal must identify any items relating to the Model Contract that the Proposer requests be negotiated.
- c. The Model Contract is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney's Office.

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- d. Portions of the Proposal, as may be subsequently modified in negotiations with the County, may be included as exhibits in any contracts that the County may execute with the Proposer.
- e. The County will execute a contract with principal contractors only. Any arrangements, including fee arrangements, partnerships, or collaborations between the principal contractor and subcontractors that provide services as part of the Proposal, must be fully disclosed in the Proposal.
- f. The Proposer should not return the Model Contract with the Proposal.

14. Use of County Resources to Interfere with Collective Bargaining Activities

Local Law No. 26-2003

Proposers are advised that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County and, as such, the County requires the potential Contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

15. Non-Responsible Bidder Certification

Local Law 25-90

The Proposer, upon submission of his/her or their Proposal, understands that he/she or they will be required to set forth whether or not he/she or they have been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder." Proposers must read and be familiar with the provisions of Suffolk County Code Sections 143-4 through 143-9.

16. Effective Period of Proposals

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time the County has to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the Proposal due date.

17. NYS Freedom of Information Law (FOIL)

All submissions for the Counties' consideration will be held in confidence pending final execution of the contract(s). However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law Article 6. Therefore, if a Proposer believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed would cause substantial injury to the competitive position of the Proposer's enterprise, and the Proposer wishes such information to be withheld if requested pursuant to FOIL, the Proposer shall submit with its Proposal a separate letter addressed to the primary contact referenced in this RFP, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the Proposal containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of the Proposer's enterprise, and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its submission will constitute a waiver by the Respondent of any interest in seeking exemption of this information under Article 6 of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the

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Proposer may be subject to disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

End of Text for Section I

Section II Proposer Profile

1. General Information/Proposer's History

- a. Company name and address.
- b. Year company was founded and history.
- c. Total number of employees in company, and the number of employees at servicing office(s).
- d. Location(s) from which services will be performed.
- e. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.).
- f. Contact person and title.

2. Qualifications and Experience of Personnel

- a. Provide resumes of the account manager and other key staff who will be assigned to this account.
- b. For each professional listed above, describe his/her qualifications and provide information regarding:
 - i. Education;
 - ii. Professional licenses and other affiliations (copies of which shall be submitted with Proposals);
 - iii. Number of years engaged in services relating to the services requested in this RFP;
 - iv. Other relevant work experience or qualifications;
 - v. The role each identified person would play.
 - vi. If you intend to use the services of a sub-contractor, please provide all of the above information for such sub-contractor. Note that the County must pre-approve the use of any sub-contractors.
- c. Describe other accounts involving similar services. Describe the role and experience of key personnel assigned to other similar accounts who will be assigned to this account.
- d. Will temporary staff also be involved? If so, include details of their supervision and training.
- e. If you intend to use the services of a subcontractor, please provide all of the above information for such subcontractor. Note that the County must pre-approve the use of any subcontractors.
- f. In addition, Suffolk County may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) business days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

3. Financial Viability

a. Financial Statements

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA and/or internal statements if certified statements are not available or have not been issued within the past 12 months.

b. Indebtedness to County, Liens, and Litigation

Submit a statement as to indebtedness, if any, to the County; and a listing of all outstanding liens, if any, against the Proposer. Submit a summary of all litigation, if any, against the Proposer and disposition or outcome of same.

c. Statement Regarding Bankruptcy

If applicable, include a statement disclosing any bankruptcy(ies) filed within the last seven (7) years. The statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

4. Client History

Provide a list of all clients for whom you have provided similar services within the last three years. For each client, provide the following:

- a.** Client name; and
- b.** Client address; and
- c.** Contact name, title, and telephone number; and
- d.** Description of services provided and time period.

5. References

- a.** From the list provided in response to paragraph 4, entitled "Client History", provide three client references for which you have provided services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.
- b.** Provide a list of all contracts with the County of Suffolk within the last five (5) years (regardless of type of service), the time period for those services and your primary County contact.

6. Conflicts of Interest and/or Potential Conflicts of Interest

a. Relationships with Third Parties

Any Proposer to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom the County of Suffolk does business with respect to the services required by this RFP. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

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b. Relationships with County Departments/Agencies/Employees

Any Proposer to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employee. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

End of Text for Section II

Section III Background Information

The **Special Traffic Options Program for Driving While Intoxicated (“STOP-DWI”)** was created to coordinate local efforts to reduce alcohol and other drug-related crashes using a comprehensive and financially self-sustaining highway safety program. STOP-DWI permits each of the Counties in New York State to establish a STOP-DWI Program that qualifies that the county for the return of all fines collected for alcohol and other drug-related traffic offenses occurring within its jurisdiction. All 62 counties in New York State are participating and each appoints a STOP-DWI Coordinator to work with agencies involved in the prevention of alcohol-related crashes and highway safety. Although the development and implementation of STOP-DWI programs rests with the counties, the Commissioner of the Department of Motor Vehicles is responsible for approving county STOP-DWI plans. The Suffolk County Office of STOP-DWI is administered by the County’s STOP-DWI Coordinator and a Highway Safety Program Manager. The program is 100% supported by the fines paid by individuals convicted of alcohol and/or drug related traffic infractions in the County.

Every 40 minutes someone in the United States dies in a motor vehicle crash involving alcohol. In 2007, 373 people were killed and more than 7,000 were injured in nearly 9,500 alcohol-related crashes in New York State. While there have been significant reductions in the number of alcohol-related fatalities over the past 30 years, many lives are still being lost because of crashes caused by drunk or impaired drivers. In Suffolk County, some 45 to 55 people are killed annually as a result of alcohol-involved motor vehicle crashes and more than 5,000 people are arrested and charged with drunk driving. This epidemic continues to threaten the safety and wellbeing of families and communities.

Suffolk County STOP-DWI seeks to contract with a professional advertising agency that can produce a high quality and effective media campaign that promotes safe driving behavior and raises awareness about the dangers of drunken and/or drugged driving as part of the County’s effort to improve highway safety. Drunk-driving crashes are 100% preventable and prevention is the key to achieving the long-standing goal of eradicating drunk-driving fatalities and injuries in the County’s communities. The successful Proposer must be able to demonstrate an understanding of and commitment to the prevention of drunk-driving and problems related thereto.

End of Text for Section III

Section IV Technical Services Requirements

1. Overview

Suffolk County STOP-DWI is seeking a media strategy designed to raise awareness of the dangers of drinking and driving as part of the County's effort to improve highway safety and reduce alcohol-related highway fatalities.

2. Minimum Requirements for Technical Services Proposals

a. Understanding of the Project

The Proposal must include a statement of work that describes the Proposer's understanding of the Project. The Proposer is expected to discuss its understanding of the proposed "Scope of Work."

- i. The complexity, challenges and problems involved in performing the work.
- ii. Approach and philosophy for dealing with problems.
- iii. Experience dealing with key issues.
- iv. Any additional issues or matters relating to the "Scope of Work" which the Proposer wishes to address.

b. Key Personnel and Staffing

Key personnel identified in the Proposal will be expected to remain assigned to the Project for the term of the Contract. Requests for a change in key personnel assignments during the term of the Contract must be approved in advance, in writing, by the County. The Proposal should also include a discussion that outlines staffing levels/man-hour requirements that should be expected on the County level to support the implementation and day-to-day operation of the system. This information will be a recommendation only for discussion purposes. The Proposer should describe other potential burdens that may be placed on the County as regards the servicing of the account.

c. Subcontracts

Services that are to be subcontracted must be clearly defined in the Proposal. The Contractor retains responsibility for all acts and omissions of the subcontractor. The Contractor must obtain the prior approval from the Department for all subcontracts.

The Department may require that subcontracted activities be provided under the terms of a three-party agreement between the Contractor, the Department and the subcontractor.

3. Technical Services Specifications (Detailed Scope of Services)

Each Proposer must include in its Proposal at a minimum, the following information:

- a.** A media strategy designed to raise awareness of the dangers of driving while impaired by alcohol and/or other drugs that if the Proposer is selected will be used in the County's efforts to improve highway safety and to reduce alcohol-related highway fatalities.
- b.** An executive summary highlighting the technical aspects of its proposal. Such executive summary should clearly specify the media service(s) that the Proposer is proposing to provide. The Proposer should also be prepared to provide a more detailed oral and visual presentation at the RFP Evaluation Committee's request.
- c.** A one-year timeline for a media plan that delivers the best and most innovative approach to reaching all target audiences. All traditional approaches should be considered but do not necessarily have to be recommended. These approaches could include television, radio, outdoor, print, transit, online and social media opportunities. Also, provide a narrative describing each section of your timeline including the tasks that will be performed.
- d.** A description of the strategies that will be used to ensure ads targeted to culturally diverse audiences including those with racial, ethnic and language differences are created in a culturally appropriate manner.
- e.** Describe what procedures are used to track, analyze, evaluate and adjust media placement.

4. Additional Requirements

- a.** Proposers must work with the County STOP-DWI Coordinator or his or her designee; who will manage the services to be provided by the successful Proposer for the advertising campaign.
- b.** The fee schedule must not exceed \$100,000 for the time-period of January 1, 2011 through December 31, 2011. However, the advertising strategy should allow for the possibility of four one-year extensions, the cost of which shall also not exceed \$100,000 per year.

End of Text for Section IV

Section V Fee Schedule

1. Separate Envelope

Your Original, plus all of your required extra copies of the Fee Schedule, should be submitted in one (1) sealed envelope and packaged only in your "Original" proposals set.

Do not include cost information in the body of your Proposal response.

Do not include Fee Schedules in sealed envelopes in any of the extra sets submitted.

Include the name of your company on each page of your Fee Schedule.

2. Fee Schedule is One of Several Evaluation Criteria

Based on the evaluation criteria set forth in Section I, entitled "Administrative Information," please note that the County will not necessarily choose the Proposer with the lowest rates for services.

If the Fee Schedule involves revenue in any form to the County, please also note that the County will not necessarily choose the Proposer with the highest rates for revenue to the County.

3. Additional Information

The Proposer should provide any additional information it deems necessary to explain or clarify its Fee Schedule.

4. Alternative Proposals

The Proposer may submit alternative Technical Proposals and alternative Fee Schedules, if there is more than one viable approach to performing the services.

Proposers must supply Fee Schedules in the format set forth below. Fee Schedules in alternative formats will be reviewed and may be accepted. However, all Proposers, at a minimum, must provide a Fee Schedule in the format set forth below. Proposers are requested to submit any additional information, charts, data and descriptions as the Proposer deems necessary for evaluation.

5. Format for Fee Schedule

Proposers shall provide a detailed list for anticipated charges it will impose for items that shall or may apply to the Services requested under this RFP. Failure to include a charge or schedules of charges may preclude the Contractor from billing the County for such non-specified items.

All schedules submitted must include the name of the Proposer and must be paginated.

The anticipated term of the Contract is from January 1, 2011 through December 31, 2011 with four (4) one-year extensions to be exercised at the County's option.

Please provide your total proposed fee for the following years inclusive of all costs and other charges:

January 1, 2011 through December 31, 2011 _____

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Option Year 1 January 1, 2012 through December 31, 2012_____

Option Year 2 January 1, 2013 through December 31, 2013_____

Option Year 3 January 1, 2014 through December 31, 2014_____

Option Year 4 January 1, 2015 through December 31, 2015_____

* Please note that your proposed fee cannot exceed \$100,000 for the time-period January 1, 2011 through December 31, 2011 or for any of the four option years.

End of Text for Section V

**Section VI
Model Contract**

Consultant/Personal Services Contract

This Contract ("the Contract") is between the **County of Suffolk ("the County")**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Probation/STOP_ - DWI Program ("the Department")**, located at **H. Lee Dennison Building, 11th Floor, 100 Veterans Memorial Highway, Hauppauge, New York** (mailing address: **Box 6100, Hauppauge, New York 11788-0099** (Insert Name) ("the Department"); and

1.

Insert Name of Contractor ("the Contractor"), having an address at **Insert Address**.

Term of the Contract: January 1, 2011 through December 31, 2011 with four (4) one-year options, to be exercised at the County's discretion, to December 31, 2012; December 31, 2013; December 31, 2014 and December 31, 2015, respectively on the same terms and conditions herein.

Total Cost of the Contract: Shall not exceed \$x,000.00, as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed the Contract as of the latest date written below.

Name of Contractor

By: _____

Name

Title

Fed. Tax ID #

Date _____

Approved as to Legality:

Christine Malafi, County Attorney

By: _____

Justin W. Smiloff

Assistant County Attorney

Date _____

COUNTY OF SUFFOLK

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

Approved:

Department of Probation

By: _____

James Golbin

Chief Planner

Date _____

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**Article I
Description of Services**

Whereas, the County issued an Request for Proposals ("RFP") on , 2010; and

Whereas, the Contractor submitted a proposal in response to such RFP; and

Whereas, the County has selected the Contractor to provide the services as set forth herein;

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between any provision in this Article I and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I, that it shall prevail over the exhibit.

2. Option Periods

This Contract may be renewed, at the option of the County, for four (4) additional one (1) year terms.

- i. The County may exercise its first option by written notice to the Contractor from the Department, not later than December 1, 2011, if it so desires to extend the Contract for the time-period from January 1, 2012 through December 31, 2012.
- ii. The County may exercise its second option by written notice to the Contractor from the Department not later than December 1, 2012 if it so desires to extend the Agreement for the time-period from January 1, 2013 through December 31, 2013.
- iii. The County may exercise its third option by written notice to the Contractor from the Department, not later than December 1, 2013, if it so desires to extend the Contract for the time period from January 1, 2014 through December 31, 2015.
- iv. The County may exercise its fourth option by written notice to the Contractor from the Department, not later than December 1, 2014, if it so desires to extend the Contract for the time period from January 1, 2015 through December 31, 2015.
- v. All extensions or modifications shall be in the form of an amendment signed by all parties.

3. Services

To be inserted from RFP and/or as negotiated.

End of Text for Article I

Article II Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the contractor for the Services, the contractor shall prepare and present a Suffolk County Payment Voucher ("Voucher"), which shall be documented by sufficient, competent and evidential matter.

b. Voucher Documentation

To the extent applicable to the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates, program budget categories, and time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. Final Voucher

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. Agreement Subject to Appropriation of Funds

The Contract is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the Legislature for the Services.

4. Comptroller's Rules and Regulations for Consultant's Agreements

- a.** The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the term of the Contract. The County shall provide the Contractor with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant's Agreements" during the term of the Contract.

Media Campaign to Raise Awareness of the Dangers of Drunk Driving

- b. The Contractor agrees to maintain its accounts in the performance of the Contract in accordance with generally accepted accounting principles, and as may otherwise be directed by the Comptroller.
- c. The Contractor agrees to retain all accounts, records and other documents relevant to the Contract for six (6) years after final payment.
- d. All payments made under the Contract are subject to audit by the Comptroller. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer.

5. Specific Payment Terms and Conditions

Terms and conditions to be inserted from RFP and/or as negotiated.

End of Text for Article II

Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

“Comptroller” means the Comptroller of the County of Suffolk.

“Contract” means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

“Contractor” means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

“County” means the County of Suffolk, its departments, agents, servants, officials, and employees.

“County Attorney” means the County Attorney of the County of Suffolk.

“Department” means the signatory department approving the Contract.

“Engineering Services” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“Event of Default” means

a. The Contractor’s failure to maintain the amount and types of insurance required by the Contract; or

b. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

c. The Contractor’s bankruptcy or insolvency; or

d. The Contractor’s failure to cooperate in an Audit; or

e. The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

f. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

g. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

h. Any condition the County determines, in its sole discretion, that is dangerous.

“Federal” means the United States government, its departments and agencies.

“Fund Source” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“Legislature” means the Legislature of the County of Suffolk.

“Services” means all that which the Contractor must do and any part thereof arising out of, or in connection with, the contract necessary to render the assistance and benefit intended by the Contract.

“State” means the State of New York.

“Suffolk County Payment Voucher” means the document authorized and required by the Comptroller for release of payment.

“Term” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State,

County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate,

provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) The County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's legal or equitable remedies, or other rights available to it as set forth in the Contract.

10. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to the Contractor's actions in carrying out its duties under this Contract.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) Automobile Liability insurance (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

iii.) Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) Professional Liability

insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth above in the immediate preceding paragraphs.

c. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after

the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

- i.)** deny any individual the Services provided pursuant to the Contract; or
- ii.)** provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
- iii.)** subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or
- iv.)** restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
- v.)** treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation,

military status, or marital status, in determining:

- i.)** the Services to be provided, or
- ii.)** the class of individuals to whom, or the situations in which, the Services will be provided; or
- iii.)** the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that

create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be a material default by the Contractor.

b. Any Assignment or subcontract shall be subject to i. all of the provisions of the Contract; ii. assumption of all of the provisions of the Contract by the Contractor's assignee; and iii. to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares

of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise), or

3. the sale, mortgage, hypothecation or pledge of the unencumbered assets of the Contractor. If the Contractor is a not for profit corporation, a change of twenty percent (20%) or more of its members shall be deemed a permitted Transfer.

b. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

c. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 31 of Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

d. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid

agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

27. Publications and Publicity

a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

28. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours

as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to The Contract.

End of Text for Exhibit 1

Exhibit 2

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all

other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States

Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8

U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees."

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

The Contractor shall not use any of the

moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter), all contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://www.co.suffolk.ny.us>.

End of Text for Exhibit 2

Appendix

Public Disclosure

Living Wage

Union Certification

Lawful Hiring

Comptroller's Rules